



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 01193233  
Control 000601100  
Project NH 2019(391)  
Highway IH 20  
County MITCHELL

February 20, 2019

SALINAS CONSTRUCTION TECHNOLOGIES, LTD.  
3734 FM 3006  
PLEASANTON, TX 78064-0000

Construction Division  
512-416-2425/2440/2465

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above.  
You are authorized to begin construction in accordance with the provisions  
of said contract.

Time for completion of the contract will be computed in accordance with  
Item 8.

Your proposal check is being returned according to your instructions or your  
proposal bid bond is released from further liability.

Sincerely,

Jesse A. Lineberger  
Director, Construction & Maintenance Contract Letting

Enclosure

cc: ABL District

BONDED BY: NATIONWIDE MUTUAL INSURANCE COMPANY  
BOND NO. SNN4010284

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer



**CONTRACT NO. 01193233**

**CONTROL 0006-01-100**

**PROJECT NH 2019(391)**

**HIGHWAY IH 20**

**COUNTY MITCHELL**

# **CONTRACT**

**between**

**STATE OF TEXAS**

**and**

**SALINAS CONSTRUCTION TECHNOLOGIES, LTD.**

**for**

**CONSTRUCTION OF 1.250 MILES**

**of**

**IH 20**

**in**

**MITCHELL COUNTY**

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THE STATE OF TEXAS §  
THE COUNTY OF TRAVIS §

CONTRACT NO.	01193233
CONTROL	0006-01-100
PROJECT	NH 2019(391)
HIGHWAY	IH 20
COUNTY	MITCHELL

## CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **SALINAS CONSTRUCTION TECHNOLOGIES, LTD.**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **93 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

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PROJECT: NH 2019(391)  
COUNTY : MITCHELL

CCSJ BIDDER DATE DIV JOB  
000601100 3 1 19 47 233

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
104	6009		REMOVING CONC (RIPRAP) SY	56.000	27.160	1,520.96
106	6002		OBLITERATING ABANDONED ROAD SY	1,273.000	14.170	18,038.41
161	6017		COMPOST MANUF TOPSOIL (4") SY	6,002.000	3.870	23,227.74
164	6001		BROADCAST SEED (PERM) (RURAL) (SANDY) SY	6,002.000	.200	1,200.40
168	6001		VEGETATIVE WATERING MG	9.000	115.980	1,043.82
169	6002		SOIL RETENTION BLANKETS (CL 1) (TY B) SY	6,002.000	1.120	6,722.24
342	6002		PFC (ASPHALT) PG76-22 TON	5.000	1,370.980	6,854.90
342	6006		PFC-C (AGGREGATE) (PG76 MIX) SAC-A TON	10.000	915.240	9,152.40
354	6043		PLANE ASPH CONC PAV (1") SY	55.000	95.470	5,250.85
416	6018		DRILL SHAFT (SIGN MTS) (24 IN) LF	32.000	168.140	5,380.48
432	6002		RIPRAP (CONC) (5 IN) CY	22.000	767.430	16,883.46
432	6045		RIPRAP (MOW STRIP) (4 IN) CY	42.000	607.170	25,501.14
500	6001		MOBILIZATION LS	1.000	83,350.000	83,350.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING MO	5.000	2,841.270	14,206.35
506	6033	002	BULLDOZER WORK (EROSION & SEDMT CONT) HR	40.000	176.170	7,046.80
506	6036	002	SANDBAGS FOR EROSION CONTROL (6") LF	30.000	19.850	595.50
506	6041	002	BIODEG EROSN CONT LOGS (INSTL) (12") LF	40.000	19.020	760.80
506	6043	002	BIODEG EROSN CONT LOGS (REMOVE) LF	40.000	4.720	188.80
540	6001		MTL W-BEAM GD FEN (TIM POST) LF	875.000	25.690	22,478.75
540	6006		MTL BEAM GD FEN TRANS (THRIE-BEAM) EA	1.000	2,300.640	2,300.64

PROJECT: NH 2019(391)  
COUNTY : MITCHELL

CCSJ      BIDDER      DATE DIV JOB  
000601100      3      1 19 47 233

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT      APPROX. QUANT.	UNIT BID PRICE	EXTENSION
542	6001		REMOVE METAL BEAM GUARD FENCE LF      750.000	3.430	2,572.50
542	6002		REMOVE TERMINAL ANCHOR SECTION EA      1.000	430.640	430.64
542	6004		RM MTL BM GD FENCE TRANS (THRIE-BEAM) EA      1.000	430.640	430.64
544	6001		GUARDRAIL END TREATMENT (INSTALL) EA      1.000	3,180.640	3,180.64
544	6003		GUARDRAIL END TREATMENT (REMOVE) EA      2.000	380.320	760.64
636	6002	001	ALUMINUM SIGNS (TY G) SF      281.000	38.860	10,919.66
644	6033		IN SM RD SN SUP&AM TYS80(1)SA(U) EA      1.000	1,330.060	1,330.06
644	6076		REMOVE SM RD SN SUP&AM EA      5.000	120.060	600.30
647	6001		INSTALL LRSS (STRUCT STEEL) LB      1,441.000	6.670	9,611.47
647	6003		REMOVE LRSA EA      5.000	1,120.130	5,600.65
658	6061		INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2 EA      9.000	71.680	645.12
666	6006	007	REFL PAV MRK TY I (W)4"(DOT)(100MIL) LF      76.000	12.320	936.32
666	6303	007	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL) LF      1,317.000	3.380	4,451.46
666	6315	007	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL) LF      320.000	3.610	1,155.20
672	6009		REFL PAV MRKR TY II-A-A EA      5.000	36.630	183.15
672	6010		REFL PAV MRKR TY II-C-R EA      15.000	23.210	348.15
677	6001		ELIM EXT PAV MRK & MRKS (4") LF      1,280.000	1.730	2,214.40
677	6003		ELIM EXT PAV MRK & MRKS (8") LF      230.000	2.640	607.20
677	6005		ELIM EXT PAV MRK & MRKS (12") LF      401.000	3.040	1,219.04
677	6007		ELIM EXT PAV MRK & MRKS (24") LF      80.000	6.760	540.80



PROJECT: NH 2019(391)  
COUNTY : MITCHELL

CCSJ BIDDER DATE DIV JOB  
000601100 3 1 19 47 233

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
677	6014		ELIM EXT PAV MRK & MRKS (EXIT GORE) EA	1.000	375.640	375.64
677	6019		ELIM EXT PAV MRK & MRKS (36") (YLD TRI) EA	6.000	44.270	265.62
6001	6002		PORTABLE CHANGEABLE MESSAGE SIGN EA	1.000	10,000.640	10,000.64
6185	6002	001	TMA (STATIONARY) DAY	150.000	110.670	16,600.50
6185	6005	001	TMA (MOBILE OPERATION) DAY	9.000	176.980	1,592.82
					TOTAL	328,277.70

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CONTRACT NO. 01193233  
COUNTY MITCHELL

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS  
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By  Date 2/20/19  
fr GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION

**CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION**  
(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:



CONTRACTOR  
Party of the Second Part

**SALINAS CONSTRUCTION TECHNOLOGIES, LTD.**

By:  2-7-19  
(Title) (Date)

By: \_\_\_\_\_  
(Title) (Date)

By: \_\_\_\_\_  
(Title) (Date)

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CARLOS J. RODRIGUEZ, PE, DIRECTOR, CONSTRUCTION SECTION

# PERFORMANCE BOND

CONTRACT NO. 01193233

COUNTY MITCHELL

BOND NO. SNW4010284

KNOW ALL PERSONS BY THESE PRESENTS:

That we **SALINAS CONSTRUCTION TECHNOLOGIES, LTD.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **three hundred twenty-eight thousand two hundred seventy-seven and 70/100 Dollars** ( \$328,277.70), lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 11<sup>th</sup> day of February, 2019.

**SALINAS CONSTRUCTION TECHNOLOGIES, LTD.**

  
CONTRACTOR

\*By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
CONTRACTOR

\*By: \_\_\_\_\_  
(Title)

Nationwide Mutual Insurance Company  
SURETY (Print Firm Name and Seal)

\*By:   
JEREMY FARQUE (Title) Attorney In Fact

\_\_\_\_\_  
SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

\*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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# PAYMENT BOND

CONTRACT NO. 01193233

COUNTY MITCHELL

BOND NO. SNW4010284

## KNOW ALL PERSONS BY THESE PRESENTS:

That we **SALINAS CONSTRUCTION TECHNOLOGIES, LTD.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **three hundred twenty-eight thousand two hundred seventy-seven and 70/100 Dollars** ( \$328,277.70), lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 11<sup>th</sup> day of February, 2019.

## SALINAS CONSTRUCTION TECHNOLOGIES, LTD.

  
CONTRACTOR

\*By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
CONTRACTOR

\*By: \_\_\_\_\_  
(Title)

Nationwide Mutual Insurance Company  
SURETY (Print Firm Name and Seal)

\*By:  \_\_\_\_\_  
JEREMY FARQUE (Title) Attorney In Fact

\_\_\_\_\_  
SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
SURETY (Print Firm Name and Seal)

\*By: \_\_\_\_\_  
(Title)

\*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.  
This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint:

Tom Mulanax

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Unlimited

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

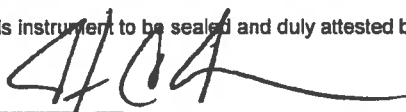
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1<sup>st</sup> day of May, 2017.


  
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

### ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

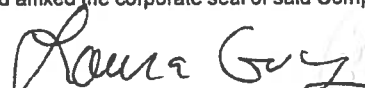
BARRY T. BASSIS  
Notary Public, State of New York  
No. 02BA4656400  
Qualified in New York County  
Commission Expires April 30, 2019

  
Notary Public  
My Commission Expires  
April 30, 2019

### CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 11th day of February, 2019.

  
Assistant Secretary





*On Your Side®*

## Nationwide Mutual Insurance Company

Home Office: Columbus, Ohio  
Surety Administrative Office:  
7 World Trade Center, 37<sup>th</sup> Floor  
250 Greenwich Street  
New York, NY 10007-0033

### **Surety Claim Notification**

Claim notices should be sent via e-mail to [FSReportALoss@freedomsspecialtyins.com](mailto:FSReportALoss@freedomsspecialtyins.com) or via mail to the address above to the attention of the Surety Claims Manager. All other notices should be sent via e-mail to [SuretyNotice@freedomsspecialtyins.com](mailto:SuretyNotice@freedomsspecialtyins.com) or via mail to the address above to the attention of the Surety Underwriting Department.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department

